



Canadian Federation of Musicians (CFM)

An Organization of the American Federation of Musicians of the United States and Canada

National Office:
150 Ferrand Drive, #202
Toronto, ON M3C 3E5
(416) 391-5161
FAX: (416) 391-5165
afmcan@afm.org

Live Performance Contract

(FOR CANADA)

THIS AGREEMENT is for the personal services of musicians, made this _____ day of _____ 20____ between the undersigned purchaser (hereinafter called the "Purchaser") and _____ musicians (hereinafter called "Musicians") represented by the undersigned "Leader".
(Including Leader)

It is acknowledged by all parties named herein that the Purchaser contracts for the personal services of the Musicians, as musicians severally, and the Musicians severally, through their Representative, agree to render collectively services as musicians under the leadership of _____, according to the following terms and conditions:

Artist/Group Name: _____

Place of engagement: _____

Date(s) of engagement: _____

Hours of engagement and starting time: _____

Type of engagement: (Specify whether Dance, Stage Show, Banquet, Steady, etc.) _____

Fee Agreed Upon (by purchaser) \$ _____ **+ HST/GST (if applicable) \$** _____ **Total Amount Payable \$** _____

Disbursed as follows: the amount of \$ _____ payable to leader (musicians' fee) and the amount of \$ _____ payable to Musicians' Pension Fund Canada (MPF Canada) by the leader on behalf of the Purchaser.

The Parties hereto acknowledge that the total amount payable includes the Purchaser's contribution to the Musicians' Pension Fund of Canada on behalf of the musicians named herein with the amount stipulated being _____% of the pensionable earnings (as approved by the Fund) applicable to this engagement.

To be paid: _____
(Specify when/how payments are to be made and to whom)

The terms and conditions set out in SCHEDULE 1 hereof are part of this agreement.

_____ Purchaser's Name	_____ Leader's Name or Agent
_____ Signature of Purchaser or Designee	_____ Signature of Leader or Agent
_____ Street Address	_____ Street Address
_____ City / Province / Postal Code	_____ City / Province / Postal Code
_____ Phone	_____ Phone
_____ Email	_____ Email
	_____ GST/HST Number

Surname	Name of Musicians Given Name	Initials	Local No.	Social Insurance No.	Pensionable Earnings	MPF

SCHEDULE 1

No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser hereby authorizes the Leader on his behalf to replace any Musician who, by illness, absence, or for any other reason, does not perform any or all of the services provided for under this agreement. The agreement of the Musicians to perform is subject to proven detention by sickness, accidents or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the Musicians. The Purchaser agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.

The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.

The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.

The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or any other person, firm or corporation legally entitled to require licensing and/or payment of fees with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.

No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.

This contract cannot be cancelled without the express, written consent of both parties.

Additional Names:

Surname	Name of Musicians Given Name	Initials	Local No.	Social Insurance No.	Pensionable Earnings	MPF